

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

WEST PUBLISHING CORPORATION,

Plaintiff/Counterclaim-Defendant,

- against -

LEGALEASE SOLUTIONS, LLC,

Defendant/Counterclaim-Plaintiff.

Civ. File No. 18-CV-01445 (DSD/ECW)

CONSENT JUDGMENT AND STIPULATED PERMANENT INJUNCTION

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff/Counterclaim-Defendant West Publishing Corporation (“West”), on the one hand, and Defendant/Counterclaim Plaintiff LegalEase Solutions, LLC (“LegalEase”), on the other hand, (collectively, the “Parties”), that this Consent Judgment and Permanent Injunction (the “Permanent Injunction”) be entered in the present action as set forth below without further notice or process:

WHEREAS, the Parties have reached a private settlement; and

WHEREFORE, upon the consent and request of West and LegalEase, IT IS HEREBY ORDERED, ADJUDGED, and DECREED THAT:

1. LegalEase along with its previous, current, and future agents, servants, employees, independent contractors, successors, and assigns, and all persons, firms and corporations acting in concert with LegalEase (the “Enjoined Parties”), are enjoined from:

- A. Making available, storing, reproducing, distributing, publicly displaying, or otherwise using Westlaw content, including without limitation, the West Key Number System and the West Headnotes (“Westlaw Content”);
- B. Sharing Westlaw credentials with unauthorized individuals;
- C. Creating or utilizing a computer program, automated process, or “bot” to bulk copy, store, or distribute Westlaw Content;
- D. Bulk reproducing or distributing Westlaw Content to third parties at any third party’s direction; and
- E. Directly or indirectly infringing West’s intellectual property in Westlaw in any form.

2. West may, notwithstanding the provisions of the Protective Order (Dkt. 28), retain copies of any documents (including transcripts) produced to it in this action.

3. The Court shall retain jurisdiction to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and/or enforce the provisions of this Permanent Injunction. The Parties specifically consent to personal jurisdiction and venue in the United States District Court for the District of Minnesota.

4. This Permanent Injunction shall finally resolve this Action between West and LegalEase, which action, including all claims and affirmative defenses asserted therein, is hereby dismissed with prejudice.

5. Each party shall bear its own attorney's fees and costs in connection with this Action.

6. Each party affirms that its consent to this Stipulation is given freely and voluntarily, and after having had the opportunity to discuss same with its legal counsel.

7. The Clerk of the Court is hereby directed to mark this case closed.

Dated: May 4, 2020

MANATT, PHELPS & PHILLIPS, LLP

HAMMOUD & DAKHLALLAH

/s/ Scott T. Lashway

/s/ Kassem Dakhallallah

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Attorneys for LegalEase Solutions, LLC

Attorneys for West Publishing Corporation

SO ORDERED:

_____, 2020

Hon. David S. Doty
United States District Judge